

BEFORE

THE PUBLIC SERVICE COMMISSION OF

SOUTH CAROLINA

DOCKET NO. 2021-215-T - ORDER NO. 2021-671

NOVEMBER 30, 2021

In re:	Application of Positive Moves Relocation and)	ORDER GRANTING
	Transfer, LLC for a Class E (Household)	CLASS E (HOUSEHOLD
	Goods) Certificate of Public Convenience and)	GOODS) CERTIFICATE
	Necessity for Operation of Motor Vehicle)	
	Carrier)	

I. INTRODUCTION

This matter comes before the Public Service Commission of South Carolina (Commission) on the Application of Positive Moves Relocation and Transfer, LLC (Positive Moves or Applicant) for a Class E Certificate of Public Convenience and Necessity (CPCN) to render household goods motor carrier services on a statewide basis. The Commission grants authority to transport household goods pursuant to the provisions in this Order.

II. FACTS AND PROCEDURAL HISTORY

Positive Moves filed an Application for a Class E Certificate of Public Convenience and Necessity with the Commission on June 23, 2021, which was amended on September 18, 2021, to provide household moving services on a statewide basis. The Application indicates Shannon Moran is the registered agent for the limited liability company, Positive Moves, and the entity has two principal officers, Shannon Moran and James Stamos. Positive Moves is represented by Charles L.A. Terreni, Esquire, in this Docket.

The Office of Regulatory Staff (ORS), a party of record pursuant to section 58-4-10 of the South Carolina Code of Laws (Supp. 2020), filed a Notice of Appearance on June 25, 2021, indicating C. Lessie Hammonds, Esquire, would serve as counsel for ORS. On September 27, 2021, ORS notified the Commission it did not intend to file direct testimony in the Docket but had reviewed the application and was of the opinion Positive Moves would meet the fit, willing, and able requirements of S.C. Code Ann. Reg. 103-133 (2012). ORS also stated it will ensure the Applicant complies with all applicable statutes and regulations and any conditions the Commission establishes before ORS issues the certificate.

By correspondence dated June 30, 2020, the Clerk's Office of the Commission instructed Positive Moves to publish the Notice of Filing (Notice) in newspapers of general circulation by July 15, 2021. The Notice provided information regarding the nature of the proceeding and advised any person desiring to participate as a party of record to file a Petition to Intervene on or before August 5, 2021. The Commission required Positive Moves to provide proof of publication no later than August 5, 2021. The Applicant filed proof of publication on July 12, 2021, indicating the Notice was published in *The Post and Courier* newspaper on July 3, 2021. No party intervened in this docket.

Positive Moves filed the affidavit of its shipper witness, John J. Barry, a real estate agent in the Myrtle Beach area, on July 20, 2021. Chief Hearing Officer David Butler authorized Positive Moves to present its shipper witness testimony by affidavit in Order No. 2021-104-H, issued on July 22, 2021. On September 20, 2021, the parties held a virtual prehearing conference to address the status of the docket. Also on September 20, 2021,

Positive Moves filed the testimony of both Ms. Moran and Mr. Stamos. The prefiled direct testimony of both members of Positive Moves included, as exhibits to the testimony, the ten-year driving record of the company's members. The prefiled direct testimony of Mr. Stamos also included the proposed tariffs and Bill of Lading of Positive Moves. On September 27, 2021, Positive Moves filed a "rate release addendum" to its tariff.

The Commission held an evidentiary hearing in this docket on September 28, 2021, at 2:00 p.m.. The Commission received into evidence the following hearing exhibits on behalf of Positive Moves: the original application with attachments, the revised application, the affidavit of the shipper witness, the ten year driving record of both members of the limited liability corporation¹, the Tariff and Bill of Lading of Positive Moves, and the rate release addendum to the tariff. The Commission heard all evidence orally presented at the hearing and questioned the members of Positive Moves extensively.

On October 11, 2021 as provided by the presiding Commissioner, Positive Moves filed a Revised Tariff following the hearing to correct the typographical error in Section 1.4.1 that was discovered during the hearing on the merits.

On October 13, 2021, at its scheduled business meeting, the Commission acted upon two motions. First, the Commission heard a substituted motion to deny the application of Positive Moves for Class E certification, noting: "[i]f the Applicant chooses to reapply after six months, the Commission will reconsider the new Application at that time based upon [the member's] updated driving record from the South Carolina

¹ See Exhibit A to the respective prefiled direct testimony for witness Shnnon Moran and for witness James Stamos

Department of Public Safety.” (Substituted Motion, dated October 13, 2021). The substituted motion did not pass, with four Commissioners voting “no” and two Commissioners voting “yes”. Thereafter, the Commission heard the motion to approve the application of Positive Moves for a Class E Certificate, and, further, “that the Company file its final tariff with the Commission and serve a copy on the Office of Regulatory Staff within ten (10) days.” (Original and Adopted Motion, dated October 13, 2021). The Commission voted to approve the original motion, with four Commissioners voting “yes” and two Commissioners voting “no.”

III. EVIDENCE OF RECORD

The application and evidence presented at the hearing included information regarding the financial standing of the corporation, as set forth in its Financial Statement, vehicles designated for use in its moving business, and an insurance quote for liability and cargo insurance. Positive Moves offered the testimonies of its members, including their work experiences and skills. The Applicant asserted it is familiar with the statutes and regulations governing household goods motor carriers operating with a Class E Certificate and that there are no outstanding judgments against the corporation. The Commission questioned the members regarding their roles within the corporation, their experience and skills, and their driving records. ORS was represented at the hearing but did not present any testimony or hearing exhibit other than its aforementioned letter dated September 27, 2021.

IV. APPLICABLE LAW

The Commission has the authority to approve the classification of every motor

carrier in South Carolina, as established in section 58-23-1010 of the South Carolina Code of Laws (2015). The South Carolina Code of State Regulations (2012) provides: “[a] Class E motor carrier is a common carrier of property (household goods or hazardous waste for disposal) by motor vehicle including a motor vehicle containing goods packed by a packing service. A Class E motor carrier must obtain either a Certificate of [Public Convenience and Necessity] or [fit, willing, and able] from the ORS after approval by the commission.” S.C. Code Ann. Regs. 103-114 (2012).

Pursuant to section 58-23-260 of the South Carolina Code of Laws (2015), ORS, “upon order of the commission, may issue a certificate E for property-carrying vehicles which will not operate upon any particular route or schedule.” Furthermore, the statutory provisions governing Classes A and C certificates also apply to Class E certificates. § 58-23-280. Section 58-23-330 sets forth the grounds on which the Commission may approve or deny the issuance of a certificate:

[a]n applicant applying for a certificate . . . may be approved upon a showing based on criteria established by the commission that the applicant is fit, willing, and able to perform appropriately the proposed service. If an intervenor shows or if the commission determines that the public convenience and necessity is being served already, the commission may deny the application.

Id.

Regulation 103-133(1) establishes the proof an applicant for a Class E Certificate must provide to the Commission to give the Commission justification for approving the application:

An application for a Certificate of [Public Convenience and Necessity] . . . to operate as a carrier of household goods . . . by motor vehicle may be approved upon a showing that the applicant is fit, willing, and able to appropriately perform the proposed service and that the public convenience and necessity are not already being served in the territory by existing authorized service. . . . The following criteria should be used by the commission in determining that an applicant for motor carrier operating authority is fit, willing, and able to provide the requested service to the public:

- a. **FIT. The applicant must demonstrate or the commission determines that the applicant's safety rating is satisfactory. This can be obtained from U.S.D.O.T. and S.C.D.P.S. safety records. Applicants should also certify that there are no outstanding judgments pending against such applicant and that applicant is financially fit to do business as a certified carrier. The applicant should further certify that he is familiar with all statutes and regulations, including safety regulations, governing for-hire motor carrier operations in South Carolina and agree to operate in compliance with these statutes and regulations.**
- b. **ABLE.** The applicant should demonstrate that he has either purchased or leased on a long-term basis, necessary equipment to provide the service for which he is applying. Thirty days or more shall constitute a long-term basis. The applicant must undergo an inspection of all vehicles and facilities to be used to provide the proposed service. The applicant should also provide evidence in the form of insurance policies or insurance quotes, indicating that he is aware of the commission's insurance requirements and the costs associated therewith. Additionally, the applicant can file a statement indicating the applicant's purpose for seeking a Class E Certificate, the applicant's 5-year plan if the commission grants the applicant a Class E Certificate, and such other information that may be contained in a business proposal.
- c. **WILLING.** Having met the requirements as to “fit and able,” the submitting of the application for operating authority would be sufficient demonstration of the applicant's willingness to provide the authority sought.

S.C. Code Ann. Regs. 103-133 (1) (2012) (emphasis added).

V. FINDINGS OF FACT

1. Positive Moves is familiar with, and agrees to comply with, all applicable rules and regulations governing motor carriers operating under a Class E Household Goods Certificate.

2. Positive Moves certified there are no outstanding judgments pending against it, and provided a financial statement indicating it is financially fit to carry out the proposed carrier services. Furthermore, Positive Moves certified that it agrees to operate in compliance with the statutes and regulations that govern motor carriers operating with a Class E Household Goods Certificate.

3. Positive Moves attested it owns or leases a 2000 GMC vehicle and a Diamond trailer and provided insurance coverage quotation information.

4. Positive Moves provided a Final Tariff setting forth its hourly rates and a Bill of Lading.² We find the Tariff and Bill of Lading as presented to be appropriate.

5. Positive Moves meets the requirements set forth in the Regulations it is fit, willing, and able to perform the services it proposes, and we find the public convenience and necessity are not already being served in the territory by existing authorized service, and the application should be approved.

6. ORS provided correspondence to the Commission confirming it reviewed the application and conducted an inspection of the equipment and records of Positive

² The Final Tariff is attached as Order Exhibit 1 and the Bill of Lading, with contract terms and conditions, is attached as Order Exhibit 2.

Moves and was of the opinion Positive Moves would meet the fit, willing, and able requirements of S.C. Code Ann. Reg. 103-133 (2012) and that public convenience and necessity are not already being served by existing authorized services. ORS also stated it will ensure the Applicant complies with all applicable statutes and regulations and any conditions the Commission establishes before ORS issues the certificate.

VI. CONCLUSIONS OF LAW

1. The Commission has the authority to approve the classification of every motor carrier in South Carolina as established in section 58-23-1010 of the South Carolina Code of Laws (2015).

2. We conclude Positive Moves is fit, willing, and able to perform the services proposed in the application and that the public convenience and necessity are not already being served in the area pursuant to the criteria specified in Regulation 103-133 of the South Carolina Code of State Regulations (2012).

3. ORS, a party of record pursuant to section 58-4-10 of the South Carolina Code of Laws (Supp. 2020), notified the Commission it conducted an inspection of the equipment and records of Positive Moves and was of the opinion Positive Moves would meet the fit, willing, and able requirements of S.C. Code Ann. Reg. 103-133 (2012) and that public convenience and necessity are not already being served by existing authorized services.

VII. ORDERING PROVISIONS

IT IS THEREFORE ORDERED:

1. The Application of Positive Moves Relocation and Transfer, LLC for a Class E Household Goods Certificate of Public Convenience and Necessity is approved.

2. The Final Revised Tariff and Bill of Lading are approved and attached hereto as Order Exhibits 1 and 2, respectively.

3. Positive Moves shall file with ORS the proper license fees, proof of liability insurance (Form E), and other information required by sections 58-23-10 through 1830 of the South Carolina Code of Laws (2015), by the South Carolina Code of State Regulations, 103-100 through 846 (2012), and by Regulations 38-400 through 447 (2011), within ninety days of the date of this Order, or within such additional time as may be authorized by the Commission.

4. Upon compliance with the filing of information as required by sections 58-23-10 through 1830, and Regulations 103-100 through 846, a Certificate shall be issued by ORS to Positive Moves authorizing the motor carrier services granted herein.

5. Prior to compliance with the requirements regarding the filing of certain information with the ORS and receipt of a Certificate, the motor carrier services authorized by this Order may not be provided.

6. Failure of Positive Moves to either (1) complete the certification process by complying with the requirements of filing with the ORS proof of appropriate insurance and the payment of license fees and such other information required by law within ninety days of the date of this Order or (2) request and obtain from the Commission additional time to

comply with the requirements stated above, this Order granting the Application shall be deemed null and void, and the Application herein shall be dismissed without prejudice. In this event, no further Order of this Commission is necessary.

7. Pursuant to the two-month reporting requirement contained in Order No. 2014-443 (May 21, 2014), ORS shall notify the Commission, specifying the name and docket number, if Positive Moves fails to comply with the requirements set forth in this Order. After such notification, the Docket shall be closed.

8. This Order shall remain in full force and effect until further Order of the Commission.

BY ORDER OF THE COMMISSION:



FOR THE MAJORITY

A handwritten signature in blue ink, appearing to read "Florence P. Belser", is written over a horizontal line.

Florence P. Belser, Vice Chair
Public Service Commission of
South Carolina

Thomas J. “Tom” Ervin, Commissioner, dissents in separate opinion with Delton W. Powers, Commissioner, concurring with this dissent.

* * * * *

Thomas J. “Tom” Ervin, Commissioner (dissenting): With all due respect to my fellow Commissioners in the majority opinion, I have concerns with approving the Applicant’s Application for a Class E (Household Goods) Certificate and license in South Carolina and dissent based upon the testimony and evidence in the record. I disagree the applicant has shown it is fit pursuant to Regulation 103-133(1) of the South Carolina Code of State Regulations due to the driving record of one of the members of the corporation and the testimony in the record this member will operate the corporation’s motor vehicle and will train personnel engaged by the corporation. The ten-year driving record of this member of the corporation indicates numerous driving infractions over many years, as well as numerous suspensions of driving licensure. At the hearing, the member admitted all convictions and suspensions which were accurately documented in the driving record. Both members also admitted each has one point against their licensure.

While I recognize the record also includes evidence the member has a valid and current South Carolina driver’s license and a commercial driver’s license, the driving record raises concerns for me regarding the fitness of the corporation to operate as a household goods motor vehicle carrier. I believe the application of Positive Moves should be denied at this time, with the opportunity available to the corporation to reapply for certification in six months and to provide evidence indicating the absence of driving infractions during that time.

Delton W. Powers, Commissioner (dissenting): I respectfully concur with the dissent of my fellow Commissioner Ervin and further recommend that the Commission explore and consider modification to its State Regulations to address the requirements for fitness an applicant must show to receive a Class E certification as a household goods motor carrier.

Positive Moves Relocation and Transfer, LLC
South Carolina Household Goods Tariff

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN
THE STATE OF SOUTH CAROLINA**

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South Carolina Household Goods Tariff

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South Carolina Household Goods Tariff

Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Positive Moves Relocation and Transfer, LLC ("POSITIVE MOVES"). These services are furnished between points and places in all South Carolina counties.

SECTION 1

1.0 Transportation Charges

Transportation Charges include the hourly rates as listed below. Local moves are done on an hourly basis. Alternate pricing for weight and mileage is available for distances greater than 100 miles from origin to destination. If weight and mileage option is chosen it will be based on a 2000-pound minimum regardless of actual weight.

1.1 Hourly Rates and Charges

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the POSITIVE MOVES office location, and includes the movers estimate return time to the office location.

Number of Movers	Hourly Charge
Two Men and a Truck	\$110.00
Three Men and a Truck	\$150.00
Four Men and a Truck	\$190.00
Each Additional Man	\$40.00 per man/per hr.

1.2 Office Hours / Minimum Hourly Charges:

POSITIVE MOVES will operate Monday – Friday, 8:00 am – 5:00 pm and Saturday from 8:00 am – 12:00 pm. Sunday – Emergencies Only

Monday- Thursday	Three-Hour Minimum Charge
Friday- Sunday	Four-Hour Minimum Charge

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Recognized Federal Holidays

Four- Hour Minimum Charge

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 48 hours of their move, POSITIVE MOVES will charge the applicable minimum. Customers are not charged an additional fee for overtime labor.

1.3 Basis of Weight:

1.3.1 The tare weight of each carrier vehicle used in the transportation of household goods shall be determined by having it weighed prior to the transportation of each shipment, without the crew thereon, by a certified weigh master or on a certified scale, and when so weighed the gasoline tank on each such carrier vehicle shall be full and the carrier vehicle shall contain all blankets, pads, chains, dollies, hand trucks, and other equipment needed in the transportation of such shipment. Each carrier shall retain in the vehicle subject to inspection, a weigh master's certificate of weight tickets as each such carrier vehicle showing the tare weight, a date weighed, and a list of such equipment.

1.3.2 After the carrier vehicle has been loaded it shall be weighed, without the crew thereon, prior to delivery of the shipment and the net weight shall be determined by deducting the tare weight from the loaded weight, except that in instances where no adequate scale is located, a constructive weight, based on seven (7) pounds per cubic foot (700 pounds per 100 cubic feet) of property loaded van space, may be used. The gross weight, tare weight, and net weight, or the constructive weight, shall be shown on the Bill of Lading and Freight bill.

1.3.3 In the transportation of part loads this rule shall apply in all respects except that the gross weight of a carrier vehicle containing one or more part subsequently loaded thereon, and a part load for any one shipper, not exceeding one thousand (1000) pounds, may be weighed on a certified scale prior to being loaded on a vehicle, such part load to be accompanied by a weight ticket evidencing such weighing.

1.3.4 All tare, gross, actual, or constructive weights, shall be properly certified to, by the person or persons who ascertain such weights.

1.4 Payments

1.4.1 The carrier will not deliver or relinquish possessions of any property transported by it until tariff rates and charges thereon have been paid in cash,

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money order, or certified check, except where other satisfactory arrangements have been made between the carrier and the consignor or consignee.

1.4.2 Nothing herein shall limit the right of the carrier to require, at time of or before shipment, the prepayment in part or in full or guarantee of the charges.

SECTION 2

2.0 Additional Services

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 Handling of Heavy Articles

Except as otherwise specifically provided in this tariff, or as amended, the services covered by this tariff do not include the handling, loading, or unloading of any single article weighing six hundred (600) pounds or more except pianos. The extra handling, loading, or unloading in every instance must be provided by the shipper or if the carrier has additional personnel and equipment available, such extra services upon such articles must be securely braced and blocked, and when such bracing or blocking require material not forming part of the regular equipment of the carrier vehicle, or extra labor, such material must be furnished by the shipper. Any additional equipment needed to move an article safely will be charged to the shipper.

2.1.1 Bulky Article Charges (per item)

- Floor Model Television (48" or above) - \$120
- Pool Tables- \$275
- Gun cabinet - \$90
- Steel Gun Cabinet (in excess of 400 lbs.) - \$150
- Hot Tubs, Whirlpools - \$250
- Riding Lawnmowers- \$120
- Freezers - \$90
- Flat Screen Televisions (41" or above) - \$70.00
- Golf Carts - \$150
- Pianos - \$275

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2.2 Elevator or Stair Carry

POSITIVE MOVES does not charge an additional fee for elevator or the first flight of stair carry, internal and external. Second flight of internal stair carry or second flight of external stair carry, and all following flights, are \$1 per step per flight.

2.3 Excessive Distance or Long Carry Charges

POSITIVE MOVES does not charge an additional fee for carrying articles a reasonable distance to or from the motor vehicle, within 100 feet. Excessive distances where pick-up or delivery involves carrying in excess of 100 feet shuttle vehicles will be used and equipment rental and additional labor will be charged to the customer.

2.4 Pick Up and Delivery

POSITIVE MOVES does not charge an additional fee for making additional pick-ups or deliveries after the initial stop on hourly moves.

2.5 Impractical Pick Up or Delivery and Auxiliary Services

2.5.1 It is the responsibility of the shipper to make shipment accessible to carrier or accept delivery from carrier at a point at which the road haul vehicle may be safely operated.

2.5.2 When it is physically impossible for carrier to perform pick up of shipment at origin address or to complete delivery of shipment at destination address with normally assigned road haul equipment, due to the structure of the building, its inaccessibility by highway, inadequate or unsafe public or private road, overhead obstructions, narrow gates, sharp turns, trees, shrubbery, the deterioration or roadway due to rain, flood, snow, or nature of an article or articles included in the shipment, the carrier shall hold itself available at point of pick up or tender delivery at destination at the nearest point of approach to the desired location where the road haul equipment can be made safely accessible.

2.5.3 Upon request of the shipper, consignee or owner of the goods, the carrier will use or engage smaller equipment than its normal road haul equipment or provide extra labor for the purpose, if possible, of accomplishment, or transferring the shipment between the residence and the nearest point of

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approach by the carrier's road haul equipment. Charges for this auxiliary service to cover labor and additional vehicle (if used) will be as provided in section 1.1 and 1.2 and shall be in addition to all other transportation or accessorial charges.

2.5.4 If the shipper does not accept the shipment at nearest point of safe approach by carrier's road haul equipment to the destination address, the carrier may place the shipment, or any part thereof not reasonably possible for delivery, in storage at the nearest available warehouse of the carrier, or at the option of the carrier, in a public warehouse, subject to a lien for all lawful charges. The liability on the part of the carrier will cease when the shipment shall be considered as having been delivered.

2.5.5 Transportation charges to cover the movement of shipment or part thereof from point which it was originally tendered to warehouse location shall be computed on basis of tare as provided in tariff from point at which it was originally tendered. All accrued charges on the shipment or any part thereof shall be due and payable upon delivery of same, to the warehouse. Any subsequent movement from warehouse shall constitute a new shipment.

2.6 Packing and Unpacking

2.6.1 POSITIVE MOVES does not charge a separate fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus, the price of packing materials as listed on Appendix A.

2.6.2 POSITIVE MOVES is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. POSITIVE MOVES reserves the right to decline any moves consisting of extremely large or fragile items.

2.7 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

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2.8 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of POSITIVE MOVES.

SECTION 3

3.0 Rules and Regulations

3.1 Claims

- 3.1.1** Articles liable to cause damage will not be accepted for shipment. Carrier will not accept for shipment property liable to impregnate or otherwise damage equipment or other property. The carrier will not accept for shipment articles which cannot be taken from the premises without damage to the article or the premises.
- 3.1.2** All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.
- 3.1.3** Claimant must notify carrier of all claims for concealed damage within 30 days of the move. POSITIVE MOVES must be given reasonable opportunity to inspect damaged items.
- 3.1.4** Although our movers will be careful with your possessions, from time-to-time damages may occur. If damages are caused by our service, POSITIVE MOVES reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify POSITIVE MOVES immediately. POSITIVE MOVES will complete a Damage Report before leaving your site. If you discover damage after the move, call the office within 30 days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.
- 3.1.5** Items packed by owner "(PBO)" are not covered because we cannot be sure how the box, crate or bin was packed, or if it was packed correctly. Further,

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many boxes are used several times and their structure may not be adequate to prevent damage.

- 3.1.6** POSITIVE MOVES is not responsible for damages to ready to assemble furniture made from press board, particle board, or engineered wood.
- a.** Ready to assemble furniture is defined as meaning furniture manufactured from pressboard, particle board, engineered wood or similar materials which is shipped from the manufacturer in the knocked down "KD" or knocked down flat "KDF" condition to be assembled by the retail store, reseller, or end user. Most is not designed with extra wood structural pieces to adequately brace the unit for movement out of or into a residence, or the normal truck vibration, even in air-ride trailers. It is not constructed to withstand the normal stress of a move as an assembled unit. Assembly instructions frequently suggest that the connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces, but does make disassembly impossible without creating substantial, un-repairable damage.
- b.** Prior to the movement of a shipment of household goods/office furniture, the carrier shall give the shipper a notice containing the language outlined below and receive back the original signed copy.

NOTICE

LIMITATION OF LIABILITY ON PRESSBOARD, PARTICLE BOARD, and/or
ENGINEERED WOOD FURNITURE

Furniture manufactured from pressboard, particleboard, and/or engineered wood is designed to go into a box from the manufacturer to the retailer and then to the end user unassembled. It is not constructed to withstand the normal stress of a move as an assembled unit. Most is not designed to the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, nor the normal truck vibration in air-ride trailers. Usually, chips or dents are not repairable. Surface impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that the connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the

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pieces, but does make disassembly impossible without creating substantial, unrepairable damage.

Option 1 – I/we choose to disassemble all pressboard, particleboard, and/or engineered wood furniture prior to the move. I/we assume all responsibility for damage to the pressboard, particleboard, and/or engineered wood furniture during which may occur during the disassembly of the furniture.

Option 2 – I/we have engaged the services of another individual or company to disassemble all pressboard, particleboard, and/or engineered wood furniture prior to the move. I/we assume all responsibility for damage to the pressboard, particleboard, and/or engineered wood furniture during the disassembly of the furniture.

Option 3 - I/we am/are tendering furniture constructed of pressboard, particleboard, and/or engineered wood fully assembled as part of our move. I/we understand that any claim for damage to the pressboard, particle board, and/or engineered wood furniture may be denied due to inherent vice, based upon the fact that fully assembled pressboard, particle board, and/or engineered wood furniture is inherently susceptible to damage as outlined above.

Shipper, owner, or consignee

Date

3.2 Computing Charges

POSITIVE MOVES's rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

3.3 Governing Publications

POSITIVE MOVES's rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Valuation

3.4.1 Complete Article (Defined). Each shipping piece or package and contents thereof shall constitute an article. The total component parts of any article taken apart or knocked down for handling or loading in carrier vehicle shall constitute an article.

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3.4.2 POSITIVE MOVES maximum liability shall be \$0.60 per pound for the actual weight of any lost or damaged article or articles. A claim for any article that may be lost, destroyed, or damaged while in custody of POSITIVE MOVES will be settled based on the value of the item or damage up to a maximum of the weight of the article times \$.60 per pound. This value is often less than the actual value of your article(s).

3.4.3 Full (Replacement) Value Protection. Full replacement coverage is available upon request, or may be obtained from third-party providers

3.4.4 Inspection of articles. When carrier or his agent believes it is necessary that the contents or packages be inspected, he shall make or cause such inspection to be made or require other sufficient evidence to determine the actual character of the property.

3.5 Items of Particular Value

POSITIVE MOVES does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones, or articles of extraordinary value including accounts, bills, deeds, evidence of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. POSITIVE MOVES will not accept responsibility for safe delivery of such articles if they come into POSITIVE MOVES's possession with or without POSITIVE MOVES's knowledge.

3.6 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of POSITIVE MOVES's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.7 Delays

POSITIVE MOVES shall not be liable for any delays in transporting household goods resulting from an Act of God or fault or neglect of any unforeseen entities.

Positive Moves Relocation and Transfer, LLC
South Carolina Household Goods Tariff

APPENDIX A

PRICING FOR PACKING MATERIALS:	
Boxes, Small	\$2.00 per box
Boxes, Medium	\$3.00 per box
Boxes, Large	\$4.00 per box
Wardrobe Box	\$18.00 per box
Packing Paper	\$1.50 per pound
Tape	\$4.00 per roll
Mattress Bags, Twin	\$7.00 per bag
Mattress Bags, Full	\$9.00 per bag
Mattress Bags, Queen	\$10.00 per bag
Mattress Bags, King	\$12.00 per bag
Mattress Carton, Crib	\$8.00 per box
Mattress Carton, Twin	\$9.00 per box
Mattress Carton, Full	\$10.00 per box
Mattress Carton, Queen	\$12.00 per piece
Mattress Carton, King	\$12.00 per piece

Date Proposed: 10/9/2021

Effective Date: _____

Positive Moves Relocation and Transfer, LLC
South Carolina Household Goods Tariff

Mirror/Picture Carton	\$10.00 per carton
Paper Pads	\$2.50 per pad
Lamp Boxes	\$4.00 per box
Dish Pack	\$10.00 per box
TV Boxes	\$40.00 per box
Grandfather Clock Box	\$60 per box

Date Proposed: 10/9/2021

Effective Date: _____

Positive Moves Relocation and Transfer, LLC
South Carolina Household Goods Tariff

APPENDIX B

TRANSPORTATION RATE SCHEDULE

Rates are in dollars and cents per one hundred (100) pounds applied to actual weight (subject to minimum weight as provided in applicable rules), on shipments when released to a value not exceeding sixty (60) cents per pound per article. This includes loading and unloading as well as the actual transportation of property from origin to destination but does not include ADDITIONAL CHARGES.

Whereby use of the next higher group would result in lower charges, the lowest charges would apply.

MILES	2000 lbs. to 3999 lbs. incl.	BREAK POINT	4000 lbs. to 7999 lbs. incl.	BREAK POINT	8000 lbs. to 11999 lbs. incl.	BREAK POINT	12000 lbs. and over
31-40	\$34.50	3420	\$29.50	6237	\$23.00	10174	\$19.50
41-50	\$36.00	3333	\$30.00	6267	\$23.50	10213	\$20.00
51-60	\$37.00	3405	\$31.50	6222	\$24.50	10286	\$21.00
61-70	\$38.50	3325	\$32.00	6375	\$25.50	10118	\$21.50
71-80	\$40.00	3300	\$33.00	6424	\$26.50	10189	\$22.50
81-90	\$40.50	3358	\$34.00	6471	\$27.50	10255	\$23.50
91-100	\$42.00	3286	\$34.50	6609	\$28.50	10316	\$24.50
101-110	\$43.50	3264	\$35.50	6648	\$29.50	10169	\$25.00
111-120	\$44.50	3236	\$36.00	6667	\$30.00	10200	\$25.50
121-130	\$46.00	3217	\$37.00	6703	\$31.00	10258	\$26.50
131-140	\$47.50	3116	\$37.00	6811	\$31.50	10286	\$27.00
141-150	\$48.50	3134	\$38.00	6737	\$32.00	10313	\$27.50
151-160	\$50.00	3120	\$39.00	6769	\$33.00	10182	\$28.00
161-170	\$51.00	3059	\$39.00	6874	\$34.00	10235	\$29.00
171-180	\$51.50	3146	\$40.50	6914	\$35.00	10114	\$29.50
181-190	\$52.50	3200	\$42.00	6762	\$35.50	10141	\$30.00
191-200	\$53.00	3208	\$42.50	6776	\$36.00	10333	\$31.00
201-220	\$54.50	3193	\$43.50	6805	\$37.00	10216	\$31.50
221-240	\$56.00	3179	\$44.50	6821	\$38.50	10130	\$32.50
241-260	\$58.00	3138	\$45.50	6857	\$39.00	10308	\$33.50
261-280	\$60.50	3074	\$46.50	6968	\$40.50	10222	\$34.50
281-300	\$60.50	3140	\$47.50	6989	\$41.50	10265	\$35.50
301-320	\$62.00	3194	\$49.50	7030	\$43.50	10207	\$37.00
321-340	\$64.00	3125	\$50.00	7040	\$44.00	10227	\$37.50
341-360	\$65.00	3169	\$52.50	7068	\$45.50	10154	\$38.50
361-380	\$67.00	3164	\$53.00	7019	\$46.50	10194	\$39.50

Date Proposed: 10/9/2021

Effective Date: _____

PSC

UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL

Positive Moves Relocation & Transfer, LLC

Order Exhibit 2

1116 Plantation Dr.

Docket No. 2021-215-T - Order No. 2021-671

Myrtle Beach, S.C. 29575

November 30, 2021

positivemoves.movers@gmail.com

Page 1 of 2

PHONE: 516-443-9755

SHIPPER _____
 ADDRESS _____
 FLOOR _____ ELEV. _____ TEL. _____
 CITY _____ STATE _____

CONSIGNED TO _____
 ADDRESS _____
 FLOOR _____ ELEV. _____ TEL. _____
 CITY _____ STATE _____
 PREFERRED DELIVERY DATE(S) _____
 OR PERIODS OF TIME _____

NOTIFICATION OF WEIGHT & CHARGES

SHIPPER REQUESTS NOTIFICATION OF ACTUAL
 WEIGHT & CHARGES TO PARTY SHOWN BELOW ☐
 NOTIFY _____ TEL. _____

ADDRESS _____

RECEIVED
 SUBJECT TO

ROUTING

GENERAL
 CONDITIONS:

RATES, RULES AND REGULATIONS IN

TARIFF _____ SEC. _____

INVOICING

GOV'T. B/L No. _____
 BILL CHARGES TO _____

WEIGHT AND SERVICES

☐ SPACE RES. _____ CU. F.

EXPEDITED SERVICE ORDERED BY SHIPPER DELIVERED ON OR BEFORE

☐ EXCL. USE OF VEH. _____ CU. F.

THIS SHIPMENT WILL MOVE SUBJECT TO
 THE RULES AND CONDITIONS OF THE CAR-
 RIER & TARIFF. ALL TERMS PRINTED OR
 STAMPED HEREON OR ON THE REVERSE
 SIDE HEREOF. SHIPPER HEREBY RELEASES
 THE ENTIRE SHIPMENT TO A VALUE NOT
 EXCEEDING _____ THE CARRIER'S LI-
 ABILITY FOR LOSS AND DAMAGE WILL BE .60
 PER LB. PER ARTICLE UNLESS A GREATER
 AMOUNT IS SPECIFIED BY THE SHIPPER.

GROSS	TARE	NET	RATE	CHARGES
TRANSPORTATION _____ MILES				
ADD'TL. LIAB. CHG. (PER SHIPMENT CHARGE)				
ADD'TL. TRANS. (SURCHARGE) _____ <input type="checkbox"/> ORIG. <input type="checkbox"/> DEST.				
EXTRA PICKUPS OR DELIVERIES: NO. _____ BY _____				
AT _____				
EXCESSIVE CARRY _____ ELEVATOR _____ STAIRS				
PIANO HANDLING: OUT _____ IN _____ HOIST _____				
ADD'TL. LABOR _____ MEN FOR _____ MAN HOURS				
WAREHOUSE HANDLING _____				
TRANSIT STORAGE: FROM _____ TO _____				
S.I.T. VALUATION CHARGE _____				

SIGNED _____
 Shipper _____ Date _____

TIME RECORD

START _____
 FINISH _____
 AM AM Customers Initials
 PM PM Customers Initials

JOB HOURS _____
 TRAVEL TIME _____
 TOTAL HOURS _____

TRANSPORTATION SERVICES
HOURLY CHARGE

STRAIGHT TIME

____ VAN(S) ____ MEN ____ HOURS AT \$ ____ PER HR.

OVERTIME SERVICES

____ VAN(S) ____ MEN ____ HOURS AT \$ ____ PER HR.

TRAVEL TIME HOURS at \$ _____

OTHER CHARGES _____

OTHER CHARGES _____

PACKING _____

INSURANCE _____

TOTAL _____

DATE DELIVERED _____

DRIVER _____

APPLIANCE SERVICES

ORIGIN DUE _____

DEST. DUE _____

OTHER CHARGES

CARTAGE: TO WHSE ☐, FROM WHSE ☐, ORIG ☐, DEST ☐ MI _____ QUANTITY _____

BARRELS _____ 5 _____

CARTONS _____ LESS THAN 1 1/2 _____

CARTONS _____ 1 1/2 _____

CARTONS _____ 3 _____

CARTONS _____ 4 1/2 _____

CARTONS _____ 6 _____

CRIB MATTRESS _____

WARDROBES (USE OF) _____

MATTRESS CARTON NOT EXCEEDING 39 x 75 _____

MATTRESS CARTON NOT EXCEEDING 54 x 75 _____

MATTRESS CARTON EXCEEDING 54 x 75 _____

CRATES _____ MIRROR CARTONS _____

TOTAL PACKING _____

TOTAL CHARGES ☐ CHGE ☐ PPD ☐ C.O.D. ☐ G.B.L. _____

TOTAL CHARGES _____

PREPAYMENT: COLLECTED BY _____

BALANCE DUE: COLLECTED BY _____

DELIVERY ACKNOWLEDGEMENT: SHIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON INVENTORY, AND SERVICES ORDERED WERE PERFORMED.

REC'D FOR STORAGE _____ WAREHOUSE _____ CONSIGNEE _____

BY _____ PER _____
 (WAREHOUSEMAN'S SIGNATURE) _____ DATE _____

Sec. 1. (a) The carrier or party in possession of any of the property herein described ("the Property") shall be liable as at common law for any loss thereof or damage thereto, except as provided herein and in the terms of the carrier's tariff.

(b) No carrier or party in possession of all or any of the Property shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation the act or default of the shipper or owner, the nature, or defect, of the Property. Except in case of negligence of the carrier or party in possession no carrier or party in possession of all or any of the Property shall be liable for the loss or damage thereto or responsible for its condition, operation, or functioning, whether or not such Property or any part of it is packed, unpacked, or packed and unpacked by the shipper or its agent or the carrier or its agent. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the Property shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such contents are open for the carrier's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or its agent.

(c) Except in case of negligence of the carrier or party in possession, the carrier or party in possession of any of the Property shall not be liable for delay caused by highway obstruction, faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment.

(d) Except in case of negligence of the carrier or party in possession, the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the Property is stopped and held or stored in transit upon request of the shipper, owner, or party entitled to make such request, whether such request was made before or after the carrier comes into possession of the Property.

(e) In case of quarantine, the Property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulations, or authorities and in such case, carrier's responsibility shall cease when the Property is so discharged, or Property may be returned by carrier at owner's expense to shipping point earning charges both ways. Quarantine expenses of whatever nature or kind upon or in respect to Property shall be borne by the owners at the Property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done or required by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur or damages they may have to pay, by reason of the introduction of the Property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said Property by any particular schedule, vehicle, train, or vessel or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said Property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a value lower than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the Property as determined by the classification or tariffs upon which the rate is based, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier in possession of the Property when the loss, damage, injury or delay occurred within 30 days after delivery of the Property (or in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon under the foregoing provisions, no carrier hereunder shall be liable and such claims will not be paid.

(c) Any carrier or party liable because of loss or damage to any of the Property shall have the full benefit of any insurance that may have been effected upon or on account of said Property so far as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Unless such service is required as the result of carrier's negligence, all Property shall be subject to necessary cooerage, packing and repacking at owner's cost.

Sec. 4. (a) Property not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the Property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the Property for delivery at destination, or at the time tender of delivery of the Property to the party entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse, or place of business of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a warehouse at the point of delivery or at other available point at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. If the consignee cannot be found at the address given for delivery, then in that event, notice of placing such goods in warehouse shall be left at the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the warehouse in which such Property has been placed, subject to this paragraph.

(b) Where nonperishable Property transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery, or the consignee or party entitled to receive it fails to receive it or claim within 15 days after notice of arrival of the Property at destination shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as designated by the carrier; provided, that the carrier shall have first mailed, sent, or given to the consignor notice that the Property has been refused or remains unclaimed and that it will be subject to sale under the terms, of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the Property, the name of the party to whom consigned, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published; provided that 30 days shall have elapsed before publication of notice of sale after the notice that the Property was refused or remains unclaimed was mailed, sent, or given.

(c) Where perishable Property transported to destination is refused by consignee or party entitled to receive it, or consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration, or further deterioration, sell the same to the best advantage at private or public sale; provided, that if there be time for service of notification to the consignor or owner of the refusal of the Property or the failure to receive it and request for disposition of the Property, such notification shall be given, in such manner as the exercise of due diligence requires before the Property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is impossible, it is agreed that nothing in said paragraphs shall be construed to abridge the right of the carrier to its option to sell the Property under such circumstances and in such manner as authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the Property, if proper care of the same requires special expense; and should there be a balance, it shall be paid to the owner of the Property sold.

(f) Where the carrier is directed to load Property from (or render any services at) a place or places at which the consignor or his agent is not present, the Property shall be at the risk of the owner before loading.

(g) Where the carrier is directed to unload or deliver Property (or render any services) at the place or places at which the consignee or its agent is not present, the Property shall be at the risk of the owner after unloading or delivery.

Sec. 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for and indemnify the carrier against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment

Sec. 7. The owner or consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges accruing on the Property; but, except in those instances where it lawfully may do so, no carrier shall deliver or relinquish possession at destination of the Property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the advances, tariff charges, packing, storage and, all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges; Provided, that, where the carrier has been instructed by the shipper or consignor to deliver said Property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of the Property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the Property has been delivered to him. If the consignee (a) is an agent only and has no beneficial title in the Property, and, (b) before delivery of the Property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and in the case of a shipment reconsigning or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of the Property; and in such cases the shipper or consignor, or, in the case of a shipment so reconsigning or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. Any alteration, addition or erasure in this bill at lading which shall be made without the special notation of the agent of the carrier issuing this bill of lading shall be without effect and this bill of lading shall be enforceable according to its original tenor.